

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AWARDING BID FOR
TWO (2) MOTOR GRADERS WITH SNOW EQUIPMENT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 1997), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 1997), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for this matter have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:

- (1) The low bid of Murphy Tractor & Equipment Co. for Two (2) Motor Graders with Snow Equipment including Options 1, 2, and 3 in the amount of Three Hundred Ninety One Thousand Nine Hundred Twenty Eight Dollars and No Cents (\$391,928.00) is accepted, ratified, and confirmed.
- (2) This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

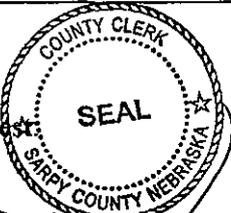
Dated this 2nd day of March, 2010.

Moved by Rusty Hike, and seconded by Rich Jansen, that the above Resolution be adopted, Carried.

YEAS:	NAYS:	ABSENT:
<u>[Signature]</u>	<u>[Signature]</u>	<u>none</u>
<u>[Signature]</u>	<u>[Signature]</u>	
<u>[Signature]</u>		

ABSTAIN:
none

Attest:



[Signature]
Sarpy County Clerk

Approved as to Form and Content:

SEAL [Signature]
Deputy County Attorney

MURPHY

TRACTOR & EQUIPMENT CO.

5087 N.E. 46th Avenue
Des Moines, IA 50317
515-263-0055

10893 112 Road
Dodge City, KS 67801
620-227-3139

1303 3rd Ave. Northwest
Fort Dodge, IA 50501
515-576-3184

P.O. Box 460
Gering, NE 69341
308-436-2177

3204 S. Engleman Road
Grand Island, NE 68803
308-381-0741

P.O. Box 1206
Great Bend, KS 67530
620-792-2748

1601 N. Corrington
Kansas City, MO 64120
816-483-5000

6310 N. 56th Street
Lincoln, NE 68504
402-467-1300

P.O. Box 1013
North Platte, NE 69103
308-534-7020

9751 S. 148th Street
Omaha, NE 68138
402-894-1899

P.O. Box 5349
Sioux City, IA 51102
712-252-2753

1401 State Hwy MM
Springfield, MO 65802
417-863-1000

1621 N.W. Gage Blvd.
Topeka, KS 66618
785-233-0556

P.O. Box 387
Ulysses, KS 67880
620-356-1071

P.O. Box 2520
Waterloo, IA 50704
319-235-7085

P.O. Box 17366
Wichita, KS 67217
316-942-1457

Corporate Office

P.O. Box 17366
Wichita, KS 67217
316-945-1015

REPURCHASE (BUY-BACK) PROVISIONS

It is the intent of this addendum to identify the responsibility of the governmental entity under the provisions of the repurchase (buy-back) option of the total cost bid:

1. Should the governmental agency choose to exercise the repurchase option of this bid, the agency agrees to give Murphy Tractor & Equipment Co. (MTEC) sixty (60) days prior written notice of its intent. The agency is responsible for any outstanding current or future payments on which this machine was used for security.
2. The agency agrees to maintain the equipment in accordance with the manufacturer's recommended maintenance schedule as per the operator's manual provided with the machine. The agency agrees to maintain adequate maintenance records, and to allow access to those records to MTEC upon request.
3. MTEC may replace the base unit covered by this agreement with a new and unused base unit of at least the same specification at any time during the term of the repurchase agreement at no cost to the governmental entity. On any unit replaced by MTEC the guaranteed repurchase amount due to the entity at the end of the agreement will be based on the total accumulation of hours on the original base unit plus all subsequent replacements. Nothing in this trade-out option may be construed as extending or altering the date of repurchase. MTEC will provide reasonable written notice when replacing existing unit with a new unit. The agency must give written approval prior to the exchange. The agency will not unreasonably deny approval.
4. At the time of repurchase, the machine must:
 - a. have all glass intact and without cracks;
 - b. ~~have all machine functions in working order including, but not limited to, power train systems, hydraulic systems, electrical systems;~~
 - c. not have significant sheet metal damage;
 - d. if applicable, have 80% remaining tire wear, recaps not acceptable, all six tires must match;
 - e. ~~if applicable, have 80% remaining undercarriage wear.~~
 - f. have all attachments that were originally delivered with the machine.
 - g. ~~be delivered to the nearest Murphy Tractor location.~~
5. In the event that the machine fails any of the above standards, there will be three options available to the agency:
 - a. the agency can repair the items failing the standard at their expense;
 - b. the agency can have MTEC repair the items failing the standard, and bill the agency for the repairs; or
 - c. the estimated cost of repairs will be deducted from the repurchase (buy-back) amount.

Repurchase price after 5 years or 6000 hours \$135,000

Machine: JD 770G S/N 1DW770GXTA0629194

Delivery Date: 05/13/2010

AGENCY: Sarpy County

MURPHY TRACTOR & EQUIPMENT

SIGNATURE: [Signature]

SIGNATURE: _____
(Thomas A. Udland, President)

DATE: 6/8/2010

DATE: _____

MURPHY

TRACTOR & EQUIPMENT CO.

5087 N.E. 46th Avenue
Des Moines, IA 50317
515-263-0055

10893 112 Road
Dodge City, KS 67801
620-227-3139

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Machine: JD 770G S/N 1DW770GXAC0629193

Delivery Date: 05/13/2010

AGENCY: Sarpy County

MURPHY TRACTOR & EQUIPMENT

SIGNATURE: [Signature]

SIGNATURE: _____
(Thomas A. Udland, President)

DATE: 6/8/2010

DATE: _____

SARPY COUNTY

FLEET SERVICE DEPARTMENT

15100 SOUTH 84TH STREET
PAPILLION, NE 68046
Phone 402-339-9985
FAX 402-339-7625

FLEET MANAGER
Patrick Clarke
pclarke@sarpy.com

Date: February 23, 2010

To: Beth Cunard
From: Patrick Clarke
Ref: Motor Graders with Snow Equipment Bid for the Highway Department

After reviewing the Motor Graders with Snow Equipment bids for the Highway Department, I would recommend that we purchase the low bid from Murphy Tractor and Equipment Company for the two 2010 John Deere Model 770G Motor Graders with Snow Equipment with the Five year Guaranteed Maintenance with Both trade-in options (2000 John Deere & 1989 Caterpillar) for the total cash price of \$391,928.00. (\$121,928.00 for the 5 year buy-back option)

Of the four submitted bids, all bids were acceptable and each had some minor exceptions. Several areas were evaluated to help determine the best bid including purchase cost, performance, depreciation costs and maintenance costs.

A review of the Guarantee buy back bids for the fifth year shows the John Deere Bid motor graders will depreciate about 43% of the purchase price as compared to the Caterpillar motor grader which is also 43%, the Volvo motor grader was 78% and the Case Motor grader was 69%. These motor graders are guaranteed to retain their value.

The maintenance costs in the bid on the new John Deere 770G model were \$ 0 as compared to the Caterpillar which was the same \$ 0, the Volvo was \$64,000 and the Case was \$10,000. In addition the John Deere offered a long warranty (72 months 7,000 Hours). This will help keep repair and maintenance cost at a minimum.

The Murphy Tractor and Equipment bid for the 2010 John Deere Motor graders offered the best value in all the areas evaluated.

Any question please call.

Sarpy County, Nebraska
Two (2) Motor Graders with Snow Equipment
Bid Tab

Bid Opening:
2:00 p.m. Thursday
February 4, 2010

	NMC		Murphy Tractor & Equipment Co.		Scott Van Keppel		Titan Machinery	
2 Motor Graders, year, Make & Model	2010 Cat 140M		2010 Deere 770 G		2010 Volvo G970		2010 Case 865	
Delivered Price		\$527,166.00		\$475,428.00		\$541,644.00		\$521,000.00
Guaranteed Maint. Cost over 5 years		\$0.00		\$0.00		\$64,000.00		\$10,000.00
Sub-Total		\$527,166.00		\$475,428.00		\$605,644.00		\$531,000.00
Option 1: Auto Shift		\$0.00		\$0.00		\$0.00		\$0.00
Option 2: Trade In 89 Cat 12G		\$47,000.00		\$36,000.00		\$28,000.00		\$47,000.00
Option 2: Trade In 00 John Deere		\$51,000.00		\$47,500.00		\$34,000.00		\$59,000.00
Total with Options 1 & 2		\$429,166.00		\$391,928.00		\$543,644.00		\$425,000.00
Option 3: Guaranteed Buy back		% Decrease		% Decrease		% Decrease		% Decrease
1 year or 1,200 hours	\$398,000.00	24.50%	N/A		N/A		\$360,000.00	32.20%
2 years or 2,400 hours	\$372,000.00	29.43%	N/A		N/A		\$320,000.00	39.74%
3 years or 3,600 hours	\$352,000.00	33.23%	\$336,000.00	29.33%	N/A		\$260,000.00	51.04%
4 years or 4,800 hours	\$336,000.00	36.26%	N/A		N/A		\$220,000.00	58.57%
5 years or 6,000 hours	\$298,000.00	43.47%	\$270,000.00	43.21%	\$130,000.00	78.54%	\$160,000.00	69.87%
Total Buy Back Bid (Top total minus 5 year total)		\$131,166.00		\$121,928.00		\$413,644.00		\$265,000.00
Total Buy Back Bid without Trade In		\$229,166.00		\$205,428.00		\$475,644.00		\$371,000.00
Total Buy Back Bid with Cat Trade In Only		\$182,166.00		\$169,428.00		\$447,644.00		\$324,000.00
Total Buy Back Bid with Deere Trade In Only		\$178,166.00		\$157,928.00		\$441,644.00		\$312,000.00
Delivery Date	150 Days		90-120 Days		August 5, 2010		6 Months	
Bid Bond Included	Yes		Yes		No		Yes	
Addendum Acknowledged	Yes		Yes		Yes		Yes	

Sarpy County, Nebraska
Two (2) Motor Graders with Snow Equipment
Bid Form

Item	Description	Unit Price	Extended Price
01.	Two Motor Graders with New Lift Group, Snow Wing	\$237,714	\$ 475,428
02.	Guaranteed Maintenance Cost (Maximum total cost to County for 5 years or 6,000 hours, whichever occurs first)	-- 0	\$ 0
03.	Subtotal (1+2)		\$ 475,428
Option 1: Auto Shift Standard with Snow Package			
04.	Option 1: Auto Shift Transmission	-- 0	\$ 0
Option 2: Trade In:			
05.	1989 Caterpillar 12G	-- 36,000	\$ 36,000
06.	2000 John Deere	-- 47,500	\$ 47,500
07.	Subtotal (5+6)		\$ 83,500
Option 3: Buy Back			
08.	Guaranteed Buy Back of 5 years or 6,000 hours, whichever occurs first.	--	
	a. 1 yr. or 1,200 hours (whichever occurs first)		\$ <u>N/A</u>
	b. 2 yr. or 2,400 hours (whichever occurs first)		\$ <u>N/A</u>
	c. 3 yr. or 3,600 hours (whichever occurs first)		\$ <u>336,000</u>
	d. 4 yr. or 4,800 hours (whichever occurs first)		\$ <u>N/A</u>
	e. 5 yr. or 6,000 hours (whichever occurs first)		\$ <u>270,000</u>
09.	Total with Options 1 & 2 (3+4-7)		\$ 391,928
10.	Total Bid (Options 1,2,3) (9-8e)		\$ 121,928

*Prices are to be F.O.B. - 15100 S. 84th Street, Papillion, NE 68046

DELIVERY DATE: 90-120 ARO

Motor Grader Year: 2010

Make: John Deere

Model: 770 G

Company Information:

Years in business: 18

of employees 320 plus

Total sales last 3 years 561 million plus

References:

Company Name: Harlan County Highway Dept

Address: P.O. Box 379 Alma, NE

Contact Name: Doug Lennemann Phone Number: 308-928-9800

Fax Number: _____ Date of Purchase: Oct, 2009

Company Name: Laneaster County

Address: 444 Cherry Creek Rd. Lincoln, NE 68528

Contact Name: Bob Jacobs Phone Number: 402-441-7797

Fax Number: 402-441-8692 Date of Purchase: 12-31-2009

Company Name: Nuckolls County

Address: 251 S. Park Nelson, NE 68961

Contact Name: Gary Warren Phone Number: 402-621-0155

Fax Number: _____ Date of Purchase: 06-18-2009

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 Yes

Addendum #2 _____

Attachments: Literature
Warranty Information

Murphy Tractor & Equipment Co.
Company Name

Mike Sweetman
Authorized Signature

9751 S. 148th St
Address

Omaha, NE 68138
City, State & Zip

Mike Sweetman
Company Representative (Please print)

402-894-1899
Telephone Number

402-891-8360
Fax Number

Msweetman@Murphytractor.com
E-Mail Address

**NOTE: Sarpy County is tax exempt and will provide the proper form upon request.*

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. Engine #1. Gear 1-165hp 2-167hp 3-184hp 4-198hp 5-210hp 6-220hp 7-225hp
8-230hp
2. Front Axle # 5 Does not need to be arched, we have 24.17in of clearance
3. Cab E. 40,000 BTU Not Needed Due to air distribution with 13 Louvers and
20 outlets
4. _____
5. Warranty-Deere 770G Motor Graders include a 72 month 7000hour full
machine extended warranty.
6. _____
7. _____
8. _____
9. _____
10. _____

Motor Grader # 1

Guarantee

Model Deere 770G Serial Number New 2010

Description of equipment:

Motor Grader with Snow Equipment

Murphy Tractor & Equipment Co.
(Vendor)

To

(Sarpy County)

1. Vendor agrees to repair the above machine (if inoperative) for the period of sixty (60) months or 6000 hours, whichever occurs first after delivery, and further agrees to guarantee that the maximum cost of parts and labor to repair said machine for a total period of 6000 hours or for five years from date of delivery, whichever occurs first, will not exceed -0- dollars. Repairs due to causes in paragraph 2 and 3 are exempt from this guarantee.
2. Sarpy County will assume responsibility for all repair costs resulting from damage due to fire, windstorm, flood and raising waters, lighting, theft and pilferage, vandalism, accidents and operator's or Sarpy County's mechanics negligence. Total cost of repairs due to the above circumstances will not be included in computing the guarantee total cost of repairs parts covered under the contract.
3. Sarpy County will assume at its expense all costs to repair or replace all parts and components normally consumed in day-to-day operation, such as; tire, tubes, tire repairs, lubricating oil, filters of all types, grease, fuel antifreeze, cutting edges, scarifier and ripper teeth, batteries, headlights and all bulbs, glass breakage, brake linings, all hoses, hydraulic fluid, all belts, seat cushions, cleaning, painting, etc.
4. Sarpy County agrees to purchase from Vendor all repair parts for the equipment concerned, except as listed in Paragraph 3 above; in all cases, brands purchased elsewhere must be in accordance with manufacture's recommendations, to insure maximum protection of the machine.
5. Equipment will be operated on only by Sarpy County's personnel for purposes for which the equipment is designed.

6. Sarpy County agrees to maintain and operate equipment in accordance with manufacturer's recommendations which shall be supplied by Vendor, and to use the manufacturer's recommended lubricates, filters, grease, fuel, anti-freeze, etc. in the manner prescribed by the manufacturer. Vendor retains the right to inspect the equipment at any reasonable time and may make recommendations for repairs, improved maintenance, etc., which shall be complied with by Sarpy County.
7. When expense of repair parts falling under the guarantee are in excess of bid figures on guaranteed total cost of repair parts as defined above, no further charges for parts will be made for the duration of the agreement.
8. Vendor reserves the right to examine Sarpy County cost and maintenance records at any time.
9. Sarpy County agrees to establish an identification number for each machine, and to submit this number with each parts order, specifying which parts fall under the guarantee as outlined in Paragraph 1.
10. During the contract period, if repair parts falling under this guarantee are not received by Sarpy County within three days (72 hours) after the order is received by the Vendor, the Vendor agrees to reduce the guaranteed parts cost (line 4) by \$150.00 per day, after that period. Saturdays, Sundays and Holidays are excluded from each of the above time periods, as are delays caused by strikes, labor disputes, or acts of God.
11. Sarpy County has the right to sell, lease, loan, trade or otherwise dispose of the equipment at its discretion. Such action shall make this contract null and void on any machine being purchased.
12. If indicated in the proposal (buy-back agreement only), after delivery, Sarpy County has the option to return the machine to the Vendor at any of the time periods in the buy-back agreement. The Vendor agrees to repurchase the machine at the corresponding depreciated figure stated in the buy-back agreement, to be paid in cash to Sarpy County upon delivery of the machine.

Signed: Mike Sweetman

Murphy Tractor & Equipment Co.
(Vendor)

02-04-2010
(Date)

Motor Grader # 2

Guarantee

Model Deere 770G Serial Number New 2010

Description of equipment:

Motor Grader with Snow Equipment

Murphy Tractor & Equipment Co.
(Vendor)

To

(Sarpy County)

1. Vendor agrees to repair the above machine (if inoperative) for the period of sixty (60) months or 6000 hours, whichever occurs first after delivery, and further agrees to guarantee that the maximum cost of parts and labor to repair said machine for a total period of 6000 hours or for five years from date of delivery, whichever occurs first, will not exceed -0- dollars. Repairs due to causes in paragraph 2 and 3 are exempt from this guarantee.
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Signed: Mik Sweetman

Murphy Tractor & Equipment Co.
(Vendor)

02-04-2010
(Date)

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
SUITE 1129
PAPILLION, NE 68046-2845
FAX (402) 593-4304



Brian E. Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Assistant Purchasing Agent
(402) 593-4164
Beth Cunard, Purchaser/Contract Specialist
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

MEMO

To: Sarpy County Board of Commissioners
From: Beth Cunard
Re: Award Motor Grader Bid

On February 4, 2010, four (4) bids were opened for Two (2) Motor Graders with Snow Equipment for the Highway Department. The bids have been reviewed by Fleet Services, Purchasing and the Highway Department. It is recommended the bid be awarded to the low bidder, Murphy Tractor & Equipment Company for \$391,928.00. This price includes two (2) 2010 Deere 770 G motor graders, option 1: auto shift, option 2: trade in of two motor graders, and option 3: guaranteed buy back.

The Purchasing Department attempted to sell the optional trade in equipment and received one offer. However, this offer fell through because the machine does not have a rear ripper. If you have any questions, please feel free to contact me at 593-4476.

February 24, 2010


Beth Cunard

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Tom Lynam
Pat Clarke

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
SUITE 1129
PAPILLION, NE 68046-2845
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(402) 593-2102

MEMO

*Rejected
11/25/08*

To: Sarpy County Board of Commissioners
From: Beth Cunard
Re: Award of bid for Two (2) Motor Graders with Snow Equipment

On November 13, 2008, the Purchasing Department opened two (2) bids for Two (2) Motor Graders with Snow Equipment for the Sarpy County Highway Department. ~~A bid tab is attached for your review.~~

The bid has been reviewed by the Highway Department and Fleet Services. It is recommended that the bid be awarded to the lowest responsive bidder, Nebraska Machinery Company for \$359,846.00. This total includes Option 1: Auto Shift, Option 2: Trade In of Two Motor Graders, and Option 3: Guaranteed Buy Back.

? [Murphy Tractor & Equipment proposed a 2009 John Deere 670, current production model. According to Murphy, their technical specifications were based on the 670G, however all literature and cost analysis was based the 670D. Therefore, Sarpy County could not evaluate the John Deere bid for owning and operating costs. Pat Clarke did look at owning and operating costs for various other motor graders owned by Sarpy County and found the Caterpillars are generally less expensive for long term operation.] ?

I have placed this on the agenda for the November 25, 2008 Board meeting for your approval. If you have any questions, please feel free to contact me at 593-4476.

November 21, 2008

Beth Cunard
Beth Cunard

cc: Deb Houghtaling
Mark Wayne
Brian Hanson
Pat Clarke
Tom Lynam

SARPY COUNTY

FLEET SERVICE DEPARTMENT

15100 SOUTH 84TH STREET
PAPILLION, NE 68046
Phone 402-339-9985
FAX 402-339-7625

FLEET MANAGER
Patrick Clarke
pclarke@sarpy.com

Date: November 20, 2008

To: Beth Cunard
From: Patrick Clarke
Ref: Motor Graders with Snow Equipment Bid for the Highway Department

After reviewing the Motor Graders with Snow Equipment bids for the Highway Department, I would recommend that we purchase the best value bid from NMC for the two 2009 Caterpillar Model 12M Motor Graders with Snow Equipment with the Five year Guaranteed Maintenance with both Trade-In options for the total price of \$359,846.00.

Generally we like to use several areas to evaluate the best bid which includes operator performance, depreciation cost of machine and maintenance costs. We were not able to evaluate the bid from Murphy for the John Deere Model 670G fully because the new model is not set to start production until next month and was not available for operator reviewing, and the limited amount of information provided about the new model.

A review of the Guarantee buy back bids for the fifth year shows the John Deere Bid motor graders will depreciate about 48% of the purchase price as compared to the Caterpillar motor grader which is 39%. The Caterpillar Motor Graders also holds a higher resale value. This fact about the Caterpillar higher resale value also shows up in the trade in values offered from both vendors in the bids for our equipment, especially when considering the fact that the Caterpillar unit is 11 years older with twice the hours.

We were not provided maintenance costs in the bid on the new John Deere 670G model making maintenance costs evaluations difficult. I looked at the Fleet Services records comparing the past repair and maintenance costs for our fleet of motor graders. Generally speaking the repair costs for the John Deere motor grader are higher when compared to the Caterpillar motor graders. This data was also used in selecting the trade in units in this bid. We select the oldest unit and the most expense one to maintain. Again our records show in general that the Caterpillar motor grader operate longer at lower repair costs as compared to the John Deere motor graders.

This Bid was difficult to evaluate due to the limited information about the new John Deere model 670G motor grader that was offered. Following Sarpy County's past history with these vendors and brands of equipment, considering maintenance and depreciation costs the Caterpillar has shown to be a better value over the life of the motor graders. For these reasons I would recommend we purchase the Caterpillar 12M offered in the bid.

Any question please call.

THOMAS A. LYNAM

SARPY COUNTY SURVEYOR

• 15100 SOUTH 84th STREET • PAPIILLION, NEBRASKA 68046 • 402.339.4606 • FAX: 402.339.6555 •

Memo

To: Beth Cunard, Purchasing
From: Jim Schram, Sarpy County Highway
Date: 11/21/2008
Re: *(2) 2009 Cat 12M Motor grader Bids*

After reviewing the motor grader bids for the Highway Department, I recommend to accept the bid from Nebraska Machinery in the amount of \$359,846.00 for (2) 2009 Cat 12M Motor graders & Snow Equipment with both trade in options.

I believe this to be the best value bid for Sarpy County.

If you have any questions, please feel free to contact me,

Sarpy Highway Motorgrader Cost/Hours

Unit ID	Year- Make - Model	Hours - Life	Repair Cost	Repair CPH	PM Cost	PM CPH	Total Cost	Total CPH
401	2000 - JD - 772CH	10476	\$82,072.48	\$7.834	\$24,907.30	\$2.378	\$106,979.78	\$10.212
402	1997 - Cat - 143H	12137	\$86,044.01	\$6.677	\$30,860.63	\$2.543	\$116,904.64	\$9.220
403	2004 - Cat - 12H	3984	\$16,187.71	\$4.063	\$13,706.64	\$3.440	\$29,894.35	\$7.503
404	2002 - JD - 772CH	8052	\$46,895.56	\$5.824	\$20,534.55	\$2.550	\$67,430.11	\$8.374
405*	1989 - Cat - 12G*	22509	\$105,915.64	\$4.705	\$25,619.90	\$1.138	\$131,535.54	\$5.843
406	2004 - Cat - 12H	5504	\$21,748.79	\$3.951	\$18,099.68	\$3.288	\$39,848.47	\$7.239
407	1992 - Cat - 140G	13108	\$64,951.11	\$4.955	\$26,918.19	\$2.054	\$91,869.30	\$7.009
409	1994 - Cat - 140G	15943	\$111,839.26	\$7.014	\$33,188.06	\$2.081	\$145,027.32	\$9.095
410	1995 - Cat - 140G	15898	\$81,899.23	\$5.152	\$31,038.31	\$1.952	\$112,937.54	\$7.104
Total		107611	\$617,553.79	\$5.739	\$224,873.26	\$2.090	\$842,427.05	\$7.829
* Data Tracked in Fleet Computer since 1992 - Data Incomplete								

**BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA**

**RESOLUTION AWARDING BID FOR TWO (2) MOTOR GRADERS WITH SNOW EQUIPMENT
FOR THE HIGHWAY DEPARTMENT**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 1997), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 1997), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for this matter have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:

- (1) Based upon the recommendation of the Purchasing Department, and upon a comparison of the bids to the bid specifications, the bid is hereby awarded to the lowest responsible bidder Nebraska Machinery Co. for Two (2) Motor Graders with Snow Equipment in the amount of Three Hundred Fifty Nine Thousand Eight Hundred Forty Six Dollars and No Cents (\$359,846.00) including Options 1, 2, and 3 as specified is accepted, ratified, and confirmed.
- (2) This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

Dated this _____ day of _____, 2008.

Moved by _____, and seconded by _____, that the above Resolution be adopted.
Carried.

YEAS:

NAYS:

ABSENT:

ABSTAIN:

Attest:

Approved as to form:

SEAL

Sarpy County Clerk

Deputy County Attorney

Sarpy County, Nebraska
Two (2) Motor Graders with Snow Equipment
Bid Tab

Bid Opening:
2:00 p.m. Thursday
November 13, 2008

	NMC		Murphy Tractor & Equ.	
2 Motor Graders, year, Make & Model	09 Caterpillar 12M		09 John Deere 670	
Delivered Price		\$479,846.00		\$444,308.00
Guaranteed Maint. Cost over 5 years		\$0.00		\$13,492.00
Sub-Total		\$479,846.00		\$457,800.00
Option 1: Auto Shift		\$0.00		\$2,540.00
Option 2: Trade In 89 Cat 12G		\$51,000.00		\$47,000.00
Option 2: Trade In 00 John Deere		\$69,000.00		\$60,000.00
Total with Options 1 & 2		\$359,846.00		\$353,340.00
Option 3: Guaranteed Buy back		% Decrease		% Decrease
1 year or 1,200 hours	\$384,000.00	20.00%	\$320,000.00	31.00%
2 years or 2,400 hours	\$361,000.00	25.00%	N/A	--
3 years or 3,600 hours	\$343,000.00	29.00%	\$270,000.00	41.00%
4 years or 4,800 hours	\$326,000.00	32.00%	N/A	--
5 years or 6,000 hours	\$294,000.00	39.00%	\$240,000.00	48.00%
Total Buy Back Bid (Top total minus 5 year total)		\$65,846.00		\$113,340.00
Total Buy Back Bid without Trade In		\$185,846.00		\$220,340.00
Total Buy Back Bid with Cat Trade In Only		\$134,846.00		\$173,340.00
Total Buy Back Bid with Deere Trade In Only		\$116,846.00		\$160,340.00
Delivery Date	120-130 Days		90-120 Days	
Bid Bond Included	Yes		Yes	
Addendum Acknowledged	Yes		Yes	

Sarpy County, Nebraska
Two (2) Motor Graders with Snow Equipment
Bid Form

Item	Description	Unit Price	Extended Price
01.	Two Motor Graders with New Lift Group, Snow Wing	\$ 239,923	\$ 479,846
02.	Guaranteed Maintenance Cost (Maximum total cost to County for 5 years or 6,000 hours, whichever occurs first)	-- -0-	\$ -0-
03.	Subtotal (1+2)		\$ 479,846
Option 1: Auto Shift Included in snow protection			
04.	Option 1: Auto Shift Transmission	-- -0-	\$ -0-
Option 2: Trade In:			
05.	1989 Caterpillar 12G	-- 51,000	\$ 51,000
06.	2000 John Deere	-- 69,000	\$ 69,000
07.	Subtotal (5+6)		\$ 120,000
Option 3: Buy Back			
08.	Guaranteed Buy Back of 5 years or 6,000 hours, whichever occurs first.	--	
	a. 1 yr. or 1,200 hours (whichever occurs first)		\$ 384,000
	b. 2 yr. or 2,400 hours (whichever occurs first)		\$ 361,000
	c. 3 yr. or 3,600 hours (whichever occurs first)		\$ 343,000
	d. 4 yr. or 4,800 hours (whichever occurs first)		\$326,000
	e. 5 yr. or 6,000 hours (whichever occurs first)		\$ 294,000
09.	Total with Options 1 & 2 (3+4-7)		\$ 359,846
10.	Total Bid (Options 1,2,3) (9-8e)		\$ 65,846

*Prices are to be F.O.B. - 15100 S. 84th Street, Papillion, NE 68046

DELIVERY DATE: 120-130 days ROCE possibly sooner!

Motor Grader Year: 2009
Make: Caterpillar
Model: 12M

Company Information:

Years in business: 63 Years
of employees 500 plus
Total sales last 3 years 500 Million plus

References:

Company Name: Dodge County
Address: _____
Contact Name: Alan Doll Phone Number: 402-727-2722
Fax Number: _____ Date of Purchase: _____

Company Name: Burt County
Address: _____
Contact Name: Kirk Bowland Phone Number: 402-689-1799
Fax Number: _____ Date of Purchase: _____

Company Name: Platte Township
Address: _____
Contact Name: Bruce Schmidt Phone Number: 402-533-0747
Fax Number: _____ Date of Purchase: _____

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 yes Greg Ragen
Addendum #2 yes Greg Ragen

Attachments: Literature
Warranty Information

NMC

Company Name

Ivan Rogers

Authorized Signature

11002 Sapp Bros Drive

Address

Omaha, NE 68138

City, State & Zip

Ivan Rogers on an I s

Company Representative (Please print)

402-891-7634

Telephone Number

402-891-7724

Fax Number

ivanrogers@nebraska-machinery.com

E-Mail Address

**NOTE: Sarpy County is tax exempt and will provide the proper form upon request.*

If awarded the contract, our surety company will be Travelers Casualty surety
of America HRH of Tennessee, Inc.

Heather King Jeremy King
(Name)

Bonding Agency
(Title)

120 H Market Place Blvd
(Address)

Knoxville, TN 37922
(City, State, Zip)

865-251-5275
(Telephone Number)

Motor Grader # 1

Guarantee

Model CAT 12M Serial Number NEW

Description of equipment:

Motor Grader with snow equipment as specified

NMC

(Vendor)

To

(Sarpy County)

1. Vendor agrees to repair the above machine (if inoperative) for the period of sixty (60) months or 6000 hours, whichever occurs first after delivery, and further agrees to guarantee that the maximum cost of parts and labor to repair said machine for a total period of 6000 hours or for five years from date of delivery, whichever occurs first, will not exceed -0- dollars. Repairs due to causes in paragraph 2 and 3 are exempt from this guarantee.
2. Sarpy County will assume responsibility for all repair costs resulting from damage due to fire, windstorm, flood and raising waters, lighting, theft and pilferage, vandalism, accidents and operator's or Sarpy County's mechanics negligence. Total cost of repairs due to the above circumstances will not be included in computing the guarantee total cost of repairs parts covered under the contract.
3. Sarpy County will assume at its expense all costs to repair or replace all parts and components normally consumed in day-to-day operation, such as; tire, tubes, tire repairs, lubricating oil, filters of all types, grease, fuel antifreeze, cutting edges, scarifier and ripper teeth, batteries, headlights and all bulbs, glass breakage, brake linings, all hoses, hydraulic fluid, all belts, seat cushions, cleaning, painting, etc.
4. Sarpy County agrees to purchase from Vendor all repair parts for the equipment concerned, except as listed in Paragraph 3 above; in all cases, brands purchased elsewhere must be in accordance with manufacture's recommendations, to insure maximum protection of the machine.
5. Equipment will be operated on only by Sarpy County's personnel for purposes for which the equipment is designed.
6. Sarpy County agrees to maintain and operate equipment in accordance with manufacturer's recommendations which shall be supplied by Vendor, and to use the manufacturer's

recommended lubricates, filters, grease, fuel, anti-freeze, etc. in the manner prescribed by the manufacturer. Vendor retains the right to inspect the equipment at any reasonable time and may make recommendations for repairs, improved maintenance, etc., which shall be complied with by Sarpy County.

7. When expense of repair parts falling under the guarantee are in excess of bid figures on guaranteed total cost of repair parts as defined above, no further charges for parts will be made for the duration of the agreement.
8. Vendor reserves the right to examine Sarpy County cost and maintenance records at any time.
9. Sarpy County agrees to establish an identification number for each machine, and to submit this number with each parts order, specifying which parts fall under the guarantee as outlined in Paragraph 1.
10. During the contract period, if repair parts falling under this guarantee are not received by Sarpy County within three days (72 hours) after the order is received by the Vendor, the Vendor agrees to reduce the guaranteed parts cost (line 4) by \$150.00 per day, after that period. Saturdays, Sundays and Holidays are excluded from each of the above time periods, as are delays caused by strikes, labor disputes, or acts of God.
11. Sarpy County has the right to sell, lease, loan, trade or otherwise dispose of the equipment at its discretion. Such action shall make this contract null and void on any machine being purchased.
12. If indicated in the proposal (buy-back agreement only), after delivery, Sarpy County has the option to return the machine to the Vendor at any of the time periods in the buy-back agreement. The Vendor agrees to repurchase the machine at the corresponding depreciated figure stated in the buy-back agreement, to be paid in cash to Sarpy County upon delivery of the machine.

Signed:

NME
(Vendor)

Lee Rogers

11-12-08
(Date)

Motor Grader # 2

Guarantee

Model CAT 12M Serial Number NEW 2009

Description of equipment:

Motor Grader with snow equipment as specified

NMC

(Vendor)

To

(Sarpy County)

1. Vendor agrees to repair the above machine (if inoperative) for the period of sixty (60) months or 6000 hours, whichever occurs first after delivery, and further agrees to guarantee that the maximum cost of parts and labor to repair said machine for a total period of 6000 hours or for five years from date of delivery, whichever occurs first, will not exceed -0- dollars. Repairs due to causes in paragraph 2 and 3 are exempt from this guarantee.
2. Sarpy County will assume responsibility for all repair costs resulting from damage due to fire, windstorm, flood and raising waters, lighting, theft and pilferage, vandalism, accidents and operator's or Sarpy County's mechanics negligence. Total cost of repairs due to the above circumstances will not be included in computing the guarantee total cost of repairs parts covered under the contract.
3. Sarpy County will assume at its expense all costs to repair or replace all parts and components normally consumed in day-to-day operation, such as; tire, tubes, tire repairs, lubricating oil, filters of all types, grease, fuel antifreeze, cutting edges, scarifier and ripper teeth, batteries, headlights and all bulbs; glass breakage, brake linings, all hoses, hydraulic fluid, all belts, seat cushions, cleaning, painting, etc.
4. Sarpy County agrees to purchase from Vendor all repair parts for the equipment concerned, except as listed in Paragraph 3 above; in all cases, brands purchased elsewhere must be in accordance with manufacture's recommendations, to insure maximum protection of the machine.
5. Equipment will be operated on only by Sarpy County's personnel for purposes for which the equipment is designed.
6. Sarpy County agrees to maintain and operate equipment in accordance with manufacturer's recommendations which shall be supplied by Vendor, and to use the manufacturer's

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. Wheels-Tires #1 as no tire specified, NMC is including Bridgestone radial tires B5-VUT 1*

2. Hydraulic #8 Cab #M no steering wheel NMC supplies the "intuitive steering Control" which meets 150 standards

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

VALUE ASSURANCE AGREEMENT
Extended Warranty

These guarantees apply to:

MODEL: Cat 12M
SERIAL NUMBER: NEW
DELIVERY DATE:
PURCHASER: Copy to Fleet Services

Nebraska Machinery Company provides the following guarantees on this registered Caterpillar machine from the above date until the first of:

(1) 6000 operating hours or (2) 60 months.

These guarantees are in addition to Caterpillar, Inc.'s standard warranty and do not have any effect upon that warranty.

TOTAL MACHINE WARRANTY

The total machine warranty covers the power train, hydraulics and all other machine components. The machine is warranted for defects in material and workmanship for 5 years or 6000 hours, whichever occurs first. Normal maintenance and wear items are excluded.

Components or parts covered by other stated Caterpillar warranties or parts warranted by non-Cat manufacturers are excluded from the Value Assurance total machine warranty (i.e., G.E.T., tires, batteries).

This warranty is limited to repair or replacement (including both parts and labor) of inspected parts determined to have been defective in material or workmanship. All total machine warranty repairs must be performed at a Nebraska Machinery Company location, or as to be determined by the nature of the failure. Machine transportation costs to and from this location shall be paid by purchaser, however, any field service travel time and mileage expenses will be covered by Nebraska Machinery Co. This warranty does not apply to normal maintenance service (such as tune-up) or normal replacement of service or wear items.

Scheduled Oil Sampling (S.O.S.) is required of a machine enrolled in an extended warranty program under Value Assurance. It will be the user's responsibility to take samples from all oil filled compartments as per the change interval indicated in the Lubrication and Maintenance Guide. Nebraska Machinery Company will provide 12 free samples with the user purchasing any additional samples necessary to fulfill the warranty period. If it is determined that the user is not regularly using S.O.S. as required, Nebraska Machinery Company's support for the extended warranty may be discontinued.

2010 Motorgrader Estimate Fuel Usage

MAKE	MODEL	GPH *	COST per Year
CASE	865VHP	3.2	\$8,448.00
Volvo	G970	3.6	\$9,504.00
Caterpillar	140M	3.6	\$9,504.00
John Deere	770G	3.4	\$8,976.00

* Estimated Fuel usage data provided in bids

Note: Fuel Cost based on Highway Department cost of \$2.64 per Gallon

Note: Estimate Usage Hours - 1000 per year